



ALAMEDA COUNTY  
CONGESTION MANAGEMENT AGENCY

1333 BROADWAY, SUITE 220 • OAKLAND, CA 94612 • PHONE: (510) 836-2560 • FAX: (510) 836-2185  
E-MAIL: mail@accma.ca.gov • WEB SITE: accma.ca.gov

**ADDENDUM NO. 1**

**SOUTHBOUND I-680 EXPRESS LANE ELECTRONIC TOLL SYSTEM  
REQUEST FOR PROPOSALS  
Project No. 210.4**

September 10, 2008

Dear Contractor:

This Addendum No. 1 is being issued by the Alameda County Congestion Management Agency ("ACCMA") on behalf of the Sunol Smart Carpool Lane Joint Powers Authority with respect to the I-680 Express Lane Electronic Toll System Project, Project No. 210.4. This Addendum No. 1 represents a modification to the Southbound I-680 Express Lane Electronic Toll System Request for Proposals originally released on July 16, 2008.

Contractors shall submit proposals for this work with the understanding and full consideration of this addendum. The revisions declared in this addendum are an essential part of the contract. This addendum is being issued to revise the Electronic Toll System Request for Proposal (RFP). The following items indicate additions and/or deletions to the above referenced document, and are hereby made a part thereof and are subject to all applicable requirements hereunder as if originally shown and/or specified.

The RFP for this project is hereby modified as presented below. The RFP text deletions are presented as red text strike-throughs and the new information is presented in red, italicized text.

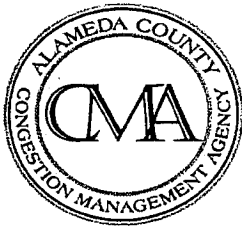
**2.8 Submission Deadline**

To be considered, proposals must be received by the ACCMA Contracts Administrator at the address referenced in Section 2.5 **no later than 3:00 PDT on ~~September 17, 2008~~ October 1, 2008**. Bidders who submit their proposals by mail should allow sufficient mailing and internal delivery time to ensure timely receipt by the ACCMA Contracts Administrator. Proposals or unsolicited amendments to proposals arriving after the closing date and time will be rejected and returned unopened.

**2.10 Bond Requirements**

The successful Bidder (Systems Integrator) shall be required to furnish, at the time of award of the Contract, a Performance Bond in the full amount of the Contract.

Acceptable security for the performance bond shall be limited to:



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- A Bond in a form satisfactory to JPA, underwritten by a surety company authorized to do business in the State of California. Attached to this RFP is the JPA Bond form that should be utilized by the Bidders ~~(the Bond Form will be provided with the Final version of the RFP);~~
- A bank certified check, bank cashier's check, bank treasurer's check, or trust account; or
- A pledge of securities backed by the full faith and credit of the United States Government or bonds issued by the State of California.

### 3.13.1 Escrow Agreement

Within ninety (90) days after the execution of the Contract, the SI shall enter into an escrow agreement (the "Escrow Agreement") with the JPA on the terms and conditions provided in this Section 3.13 and such other terms and conditions as are customary and reasonably acceptable to SI and JPA, *including but not limited to a provision that California law will govern any dispute related to the Escrow, and a further provision that any action related to or arising out of the Escrow Agreement shall be venued in Alameda County, California.* Pursuant to the terms of the Escrow Agreement, the SI shall deposit with an Escrow Agent *located in California the continental United States* and satisfactory to the JPA, without charge to the JPA, the Software Documentation. If the SI revises or supplements any of the System Information deposited, or creates additional Software Information, the SI shall deposit a complete set of such revised, supplemented or additional Software Information with the Escrow Agent within thirty (30) days of such revision, supplementation or creation, and the SI shall indicate with each deposit which documents and which pages have been revised, supplemented or added to the last deposit. The Escrow Agreement shall continue until there is a Release Event or the Software is no longer in use by the JPA. The SI shall be responsible for the payment of all costs arising in connection with the maintenance of the escrow referred to in this section throughout the entire term of the Escrow Agreement.

### 3.13.2 Release Events

Release event means that one or more of the following have occurred:

- SI has filed a voluntary petition in bankruptcy or for a reorganization or to effect a plan or other arrangement with its creditors, files an answer to a creditor's petition or other petition against it for an adjudication in bankruptcy or for a reorganization admitting the material allegations thereof, or applied for or permitted the appointment of a receiver, trustee or custodian for any substantial portion of its properties or assets, and such petition or proceeding is not dismissed within sixty (60) days of the filing or initiation thereof;
- SI has ceased its ongoing business operations;



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- SI has substantially ceased the sale, licensing, maintenance or other support of the Software;
- SI breaches any material provision of the Contract and fails to cure the breach within fifteen (15) days of notice thereof by the JPA; provided that upon the third material breach of the Contract by SI, SI shall have no opportunity to cure the breach and a Release Event shall be deemed to occur; *or*
- The JPA has exercised its right to maintain or engage a third party to maintain the Software, *whether such right is exercised at the end of the initial Maintenance Term or at any other time.*; ~~and~~
- The end of the initial I-680 Express Lane System support and maintenance term of the SI shall have occurred.

### 3.18 Continuity of Services

The SI recognizes that the services under the Contract must be continued without interruption and that, upon Contract expiration or termination, a successor, either the JPA or another contractor, may continue them. The SI agrees to exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

The SI shall, upon the JPA ED's written notice:

- (a) Furnish phase-in, phase-out services for up to 90 days after the Contract expires; and
- (b) Negotiate in good faith an agreement and plan *with the JPA a successor* to determine the nature and extent of phase-in, phase-out services required. *The negotiated agreement will be outside the scope of the SI contract.*

The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the ED's approval. The SI shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by the Contract are maintained at the required level of proficiency.

The SI shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by the Contract. The SI also shall disclose necessary personnel records and allow the successor to conduct on site interviews with these employees. If selected employees are agreeable to the change, the SI shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

### 3.19 Prompt Payment of Subcontractors

The SI is responsible for making timely payments to all subcontractors and suppliers as required by the provisions of Section 7108.5 of the Business and Professions Code.



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The Contract shall require the SI to make payment to all subcontractors within 10 days of receiving payment from the JPA.

Each month, the Systems Manager will review the current pay items with the SI and all involved subcontractors to ensure that all work satisfactorily completed within specifications is included in the monthly progress payment. For payment purposes, the same quantity totals used to compute the payment to the SI will be the basis for payment to the subcontractor.

If the subcontractor does not receive payment within the required 10 days, the Subcontractor shall notify the Systems Manager, in writing, of the amount in dispute including the item numbers and payment quantity for each. The Systems Manager shall then notify the JPA ED of the dispute. The ED, or his/her designee, will endeavor to verbally contact the SI within 48 hours to ascertain whether or not a performance dispute exists which necessitates non-payment to the subcontractor. If a performance dispute exists, the SI must demonstrate to the satisfaction of the JPA ED that there is a valid basis to withhold payment from the subcontractor.

If the SI withholds payment from a subcontractor, the SI shall provide to the subcontractor written notice of the withholding of payment. The notice shall detail the reasons for withholding payment as well as the amount. A copy of the notice shall be provided to the surety and the JPA. If no valid dispute exists, the SI will be directed to make immediate payment to the subcontractor. The subcontractor will be responsible for notifying the Systems Manager if this payment is not made. Upon receipt of notification, the JPA ED will schedule a meeting with the SI and subcontractor to verify and discuss the non-payment issue. This meeting will be held at the JPA's offices within 2 working days of the JPA's contact with the subcontractor. If it is determined that the SI has withheld payment to the subcontractor without cause, further progress payments to the SI will be withheld until the subcontractor is paid. In addition, the JPA may order a suspension of work or other administrative actions as it sees fit.

If an action is taken as stated above, the SI shall notify the Systems Manager when payment is made. After the Systems Manager verifies that payment has been made to the subcontractor the JPA shall release withheld progress payments.

~~Nothing in this Section shall be construed to prevent the subcontractor from pursuing a claim with the surety under the SI's payment bond at any time.~~

#### 4.1.2.1.4 Financial Capability

The Bidder, ~~and all subcontractors~~, shall provide evidence of the firm's financial condition, sufficient in detail to demonstrate its ability to perform all the proposed services. The submission ~~for each firm~~ must include audited financial statements, including all schedules, notes and the opinion of an independent accounting firm, for the three most recently completed fiscal years. The statements must represent the entity submitting the proposal which will be responsible for the performance of all services, not a subsidiary or parent of the Bidder, *except that a Bidder may submit audited documentation of the financial viability of a parent company*



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*along with a guarantee in lieu of the same from the bidding division.* The Bidder ~~and all subcontractors~~ shall include evidence of their ability to provide the required bonding and insurance. Bidders ~~and all subcontractors~~ may provide interim financial information, with a statement attesting to the accuracy of the information signed by the Chief Financial Officer (CFO) of the firm, if such interim information is necessary to provide all of the information required by the JPA.

### 4.1.6 Bid/Proposal Security

~~Each Bidder shall enclose with its Technical Proposal the required Bid/Proposal Security in the amount stipulated in Section 2.10 of this RFP.~~

### 5.9 Post-Award Audit ~~Pre-Award Audit~~

~~Concurrent with contract negotiations, a pre-award audit of the prospective SI's facility may be performed. If the pre-award audit evaluation is made, it shall be made to determine:~~

- ~~• If the prospective SI's accounting system is capable of accumulating reasonable, allocable, and allowable costs;~~
- ~~• If the prospective SI is financially and professionally capable of performing the work; and~~
- ~~• If the cost proposed is reasonable.~~

*The Cost Proposal is subject to a post award audit. After any post award audit recommendations are received, the Cost Proposal shall be adjusted by the JPA ED to conform to the audit recommendations. The SI agrees that individual items of costs identified in the audit report may be incorporated into the Agreement at the JPA's sole discretion. Refusal by the SI to incorporate the interim audit or post award recommendations will be considered a breach of Agreement terms and cause for termination of the Agreement.*

### 6.8 JPA Website Development

The SI shall design, develop, implement, operate, maintain and frequently update a website on behalf of the JPA and the BATA FasTrak<sup>®</sup> program. The primary purpose of the website shall be to provide I-680 Express Lane information to the public. The website shall be secure and shall be maintained with up-to-date and current security technology at all times. The TDC website shall provide, at a minimum, the following facilities to the public, accountholders and potential accountholders:

- General Information on the I-680 Express Lane configuration and operation;
- Via a web link to the BATA FasTrak<sup>®</sup> website, check an existing FasTrak<sup>®</sup> account by asking questions of the CSR for the following types of information:
  - Account status



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- Account balance
- Recent I-680 Express Lane trips
- Toll rates for recent trips
- Provide Information
  - RCSC location and hours of operation
  - List of tolling zones
  - I-680 Express Lane description
  - FasTrak<sup>®</sup> brochure
  - Frequently Asked Questions (FAQs)
- Link to the ACCMA website
- Link to the CHP
- Link to the 511.org FasTrak<sup>®</sup> website
- Links to road, travel, weather conditions and the Caltrans TMC
- Download I-680 Express Lane marketing materials and terms and conditions
- Web links to related transportation sites

The SI shall maintain access to trained staff for the timely response to requests for changes to the information presented on the website made by the JPA.

~~The SI shall provide a Spanish language version of the website in addition to the English version. The SI shall be responsible for translating and keeping current all Spanish version materials so that they are available on the Spanish version of the website. Support of any additional foreign language documents or languages, if required, would be handled as extra work.~~

The JPA shall have the option to request sets of changes to the static content (rate changes, re-branding, changes in operational information, including phone numbers, operational hours, tolling zone locations, etc.) on the website up to six (6) times per year at no additional cost to the JPA. Other changes shall be handled as extra work.

### 7.12.1 Documentation Requirements

The SI shall submit all documentation and plans in the English language.

The SI shall submit documentation and Plans for JPA review and approval in sufficient time for a minimum of two iterations of review. JPA will endeavor to expeditiously review submitted documents but the SI should plan for a minimum JPA review time of ten (10) business days (*excluding Holidays*). Multiple simultaneous submittals may extend JPA's review times. Approval of documents shall not relieve or limit the SI's responsibility to provide systems in full compliance with the technical provisions in the RFP and in the Contract file. If corrections or improvements are requested, the SI shall resubmit the Documentation and Plans until such time



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as it is fully acceptable. Any need for re-submittal shall not be seen as a cause for delay in completing the project in accordance with the schedule requirements.

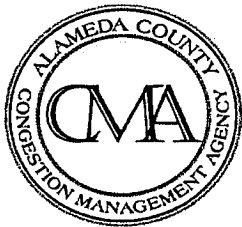
Deviations from the technical requirements that may be contained within the SI submitted documents, even though the document may be approved by JPA, shall not have the effect of modifying Contract requirements. Only specific requests to JPA from the SI for waivers or specification change that are formally approved by JPA shall void or change requirements in the Contract.

For the I-680 Express Lane System development portion of the work the documentation shall include, at a minimum, the documents listed below:

- Project Management Plan;
- Software Development Plan;
- Software Specifications;
- Configuration Management Plan;
- Preliminary Design Document;
- Detailed Design Document; and
- Various Test Plans.

### **7.15.2 Phase I – Coordination with Roadway Contractor(s)**

Payment for Phase I will be made upon satisfactory completion, as determined by JPA and Systems Management staff, of all required work pertaining to the review and provision of red-line comments to the Roadway Contractor(s) conduit and cable installation plans and drawings. This payment is Item ~~"A"~~ **"M"** from the Cost Proposal table.



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### Conclusion

This office is sending this addendum via e-mail to RFP holders whose company was represented at the mandatory August 20, 2008 Pre-Proposal Meeting to ensure that each receives it. This addendum will also be posted on the ACCMA website. Please indicate receipt of this addendum by completing the Addenda Certification Form in your proposal. This form is attached to this addendum and has also been posted on the ACCMA website.

Category "C" of the RFP Cost Proposal Form has also been modified. A modified version of the Cost Proposal Form is attached to this addendum and will be posted on the ACCMA website.

Sincerely,

*For / [Signature]*  
FRANK FURGER, CHIEF DEPUTY DIRECTOR  
Alameda County Congestion Management Agency

- Attachments:
1. Bond Form
  2. Addendum Certification Form
  3. RFP Cost Proposal Form